

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
DONNA SEAMAN, :
:

Plaintiff, :
:

– against – :
:

MEMORIAL SLOAN-KETTERING CANCER :
CENTER, MEMORIAL SLOAN-KETTERING BASIC :
AND VOLUNTARY RETIREMENT PLAN and FIRST :
UNUM LIFE INSURANCE COMPANY, :
:

Defendants. :
:
-----X

Docket No. 08 Civ. 3618 (JGK)

**ANSWER OF FIRST UNUM
L I F E I N S U R A N C E
C O M P A N Y**

First Unum Life Insurance Company (“First Unum”), by its attorneys, Begos Horgan & Brown LLP, for its answer to the complaint in this action, responds as follows:

JURISDICTION AND VENUE

1. Responding to paragraphs 1, 2 and 3, admits that this action is governed by ERISA, 29 U.S.C. §1001 et seq.; this Court has jurisdiction over the subject matter; and venue is proper in this district. First Unum denies that any breach took place in this or any other district.

THE PARTIES

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 4 through 10.

3. Denies each allegation in paragraph 11, except admits that First Unum issued its group disability insurance policy 456533001 (the “Policy”) to Memorial Sloane Kettering Cancer Center (“MSKCC”), and that First Unum had discretionary authority to determine eligibility for benefits under the Policy and to construe the terms and provisions of the Policy.

BACKGROUND

4. Denies each allegation in paragraphs 12 through 16, except admits that plaintiff filed a claim for disability benefits under the Policy; First Unum paid disability benefits for the period August 8, 2002 through August 7, 2004; and First Unum terminated benefits as of August 7, 2004 pursuant to a Policy provision limiting coverage for plaintiff's condition to twenty-four months of benefits.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17.

6. Denies each allegation in paragraphs 18 and 19, except admits that, on administrative appeal, First Unum upheld the decision to discontinue payment after the 24th month because the Policy required it..

FIRST CAUSE OF ACTION

7. Responding to paragraph 20, First Unum repeats each response set forth in the preceding paragraphs.

8. Denies each allegation in paragraphs 21 and 22.

SECOND CAUSE OF ACTION

9. Responding to paragraph 23, First Unum repeats its responses to paragraphs 1 through 19.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 24 and 25.

11. Denies each allegation in paragraph 26.

THIRD CAUSE OF ACTION

12. Responding to paragraph 27, First Unum repeats its responses to paragraphs 1 through 19.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 28 and 29.

14. Denies each allegation in paragraph 30.

FIRST DEFENSE

First Unum was not an administrator of any MSKCC health plan or 403(b) plan; was not charged with determining whether plaintiff was eligible for coverage under any MSKCC health plan or to contributions from any MSKCC 403(b) plan; and did not make any determination regarding any MSKCC health plan or 403(b) plan.

WHEREFORE, defendant, First Unum Life Insurance Company, demands judgment dismissing the complaint and each and every claim for relief alleged therein; awarding it its costs and disbursements in this action, including a reasonable attorneys' fee; and awarding it such other, further and different relief as the Court deems just and proper.

Dated: Bronxville, New York
June 12, 2008

BEGOS HORGAN & BROWN LLP

By: S/Christopher G. Brown
Christopher G. Brown (CB7755)
Attorneys for First Unum
7 Pondfield Road
Bronxville, NY 10708
(914) 961-4441
cgb@begoshorgan.com